

ANTHONY F. OPARETH

4

50090

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	A.m. 11-2 A.m.	A.m. 11-2 A.m.	A.m. 11-2 A.m.	A.m. 11-2 A.m.	A.m. 11-3 A.m.	10-30 A.m. 3-00 A.m.	10-30 A.m. 2-A.m
Roof:							

Patio(s): _____

(SIDEWALK) COMING LATELY
(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: (199 SEATING CAPACITY)

Interior tables: 189 Interior bar: 10 Patio(s) XNA Roof: XNA

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

✓ 4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

SEE ATTACHED PAGE, NUMBERED 4

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

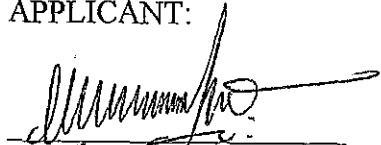
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

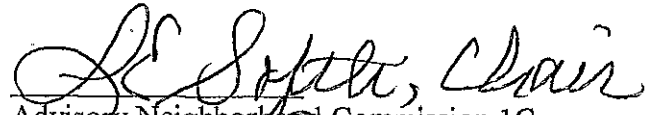
10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:


 ANTHONY F. OPARE
 By: GHANA CAFE 9/11/00

PROTESTANTS:


 Advisory Neighborhood Commission 1C
 By: Eleanor Johnson 9/11/00
 1006

DENIS I.E. JAMES
 Kalorama Citizens Association
 By: Denis I.E. James

6

Dated 9/11/00

Applicant agrees to fasten front windows of second floor in a permanent way so that sounds of live or recorded music will stay inside establishment.

It is agreed between the parties that the folding doors on the front of the first floor may remain open to the sidewalk while quiet "dinner" or "background" music is played. No outside speaker, either permanent or portable, may be used. After the hour of 11:00 p.m. the above doors will be closed. *RES OK DJ*

~~If, in practice, the Protestants feel that the above paragraph is being abused with excessive noise, Item #3 of this agreement shall govern.~~

Applicant agrees not to open the third floor of 2465 18th Street, N.W., Washington DC, 20009 to receive patrons of his establishment. Applicant further agrees not to rent, sublet, lease or in any other way allow the third floor of 2465 18th Street, N.W., Washington DC, 20009 to be used as an ABC establishment or restaurant.

It is understood between the parties that as of the date of this agreement, neither the second floor of the establishment nor the proposed sidewalk cafe are built and ready to receive patrons; that when one or the other or both are completed and ready to receive patrons, Applicant will need to apply to the ABC Board for a "Substantial Change" in the operation of his establishment and in due course present himself to the ANC for community review.

Applicant understands that should he desire to institute a cover charge for live or recorded music on the second floor of 2465 18th Street, N.W., Washington DC, 20009 he must first apply for and secure a "Public Hall" license. Failure to take this action would put Applicant in default of this Voluntary Agreement.

It is understood between the parties that when Applicant has completed construction of his establishment, namely the sidewalk cafe and the second floor, that this Voluntary Agreement may be amended due to conditions created and/or arising from that construction.

APPLICANT:

Anthony F. Opore
By: ANTHONY F. OPARE

By: GHANA CAFE

PROTESTANTS:

LINDA E. SOTER

Advisory Neighborhood Commission 1C

By: *L. Soter, Chair*
ANC 1C

DENIS F.E. JAMES

Kalorama Citizens Association

By: *Denis James*

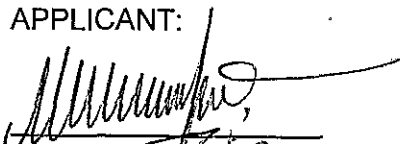
#50090
Approved
9/20/00

Re: Tony Opare
T/A Ghana Cafe
2465 18th St., NW
Washington, DC 20009
Application # 50090

**Amendment to Sept. 12 voluntary agreement between Advisory
Commission 1C, Kalorama Citizens Association and Ghana Cafe.**


Section 2 of the voluntary agreement is amended to recognize that the seating capacity
is 99, 89 for interior tables, 10 interior bar.

APPLICANT:


By: Tony Opare

Date: 9/14/00

PROTESTANTS:


Peter Schott
Advisory Neighborhood Commission

By: _____

Date: 9/14/00


Kalorama Citizens Association

By: DENIS I. E. JAMES

Date: 9.15.2000

200 SEP 15 PM 2:51